

ADOPT-A-ROAD PROGRAM AGREEMENT (APPLICATION)

THIS AGREEMENT, made and entered into this _ day of _____, 2015, by and between the City of Sanford, Florida, whose address is 300 North Park Avenue, Sanford, Florida 32771, (hereinafter referred to as the “City”), and _____, whose address is set forth below (hereinafter referred to as the “Group”). This document shall serve as an application for approval until executed by both the City and the Group.

WITNESSETH

WHEREAS; the City has responsibility for operation and maintenance of such City roads and streets; and

WHEREAS; the City is authorized to contract with the private sector for performance of certain duties; and

WHEREAS; the Florida Legislature has encouraged the implementation of an “Adopt-A-Highway” program for the participation of local organizations in highway litter removal projects as set forth at Section 403.4131 (4) (b), *Florida Statutes*; and the City Commission of the City of Sanford has approved the City’s Adopt-a-Road Program by adoption of Resolution Number _____; and

WHEREAS; the Group is desirous of adopting a section of the following road or street to remove litter and conduct other related activities at:
_____.

NOW, THEREFORE; the parties agree as follows:

(a). The Group agrees to adopt the above mentioned specific road or street for litter removal and related activities consistent with the requirements of Resolution Number _____ adopted by the City of Sanford City Commission and other controlling law.

(b). The Group's responsibility shall be as follows and any co-sponsors shall be jointly and severally responsible for Program compliance relative to all activities and obligations of the Group:

(1). For a two-year period from the date of execution of this document by the City, to conduct Program activities along the designated stretch of roadway in accordance with Program requirements. Renewal shall require the completion of a new application.

(2). To pick up litter at least four times a year along the designated stretch of roadway in accordance with Program requirements.

(3). To provide a designated coordinator for all activities. The Group's coordinator shall advise the City in the event that the Group no longer wishes to participate in the Program.

(4). To schedule the date and time of all Program activities through the City's Adopt A Road contact staff.

(5). To use litter bags and the appropriate disposal at a designated location or locations as prescribed by the City's Adopt A Road staff.

(6). To use safety equipment as prescribed by the City's Adopt A Road staff.

(7). To not subcontract or assign its duties and responsibilities to any

other person, group, organization or enterprise.

(8). To conduct all activities on each side of an adopted roadway including all areas of the right-of-way as approved by the City.

(9). To not enter private property during Program activities.

(10). To separate recyclable materials and process such materials as may be instructed by City staff.

(11). To obey and abide by all laws and regulations relating to safety and such other terms and conditions as may be required by the City's Adopt A Road Program Coordinator including, but not limited to, adherence to the provisions of Resolution Number _____.

(12). To furnish one adult for every seven participants of a Group who are seventeen years of age or younger. No child under ten years of age may participate in the collection of material on the roadway.

(13). To be responsible for each participant of the Group to wear approved safety vests provided by the City during activities and to provide participants with their own gloves and any cleanup devices as needed.

(14). To be responsible for prohibiting participants from either possessing or consuming alcoholic beverages or illicit drugs while on the adopted section and performing tasks associated with the activities and to ensure that participants have not consumed an any alcoholic beverage of any type or nature in the eight hours prior to engaging in activities authorized under this Agreement and to ensure that participants be fit to accomplish work and to not be under any medical care or taking any prescribed drugs that would debilitate them

from safely engaging in activities.

(15). To provide a proper first aid kit and adequate drinking water for Program participants who are participating in the activities.

(16). To keep records on City-prescribed forms which indicate, at a minimum, the hours worked, the number of participants, and the number of bags of trash removed which records include, but are not limited to in any way, an individual release, hold harmless and indemnification agreement for each participant and the parent or guardian of each participant who is a minor on behalf of the minor.

(17). The Group covenants and agrees that it will indemnify and hold harmless City and its officials, officers, agents and employees from any and all claims, losses, damages, costs, charges, liabilities and expenses arising out of any act, action, neglect or omission by the Group, or any member thereof, during the performance of this Agreement, whether direct or indirect, and whether to any person or property to which the City or said parties may be subject.

(18). Additionally, the City has encouraged the Group to procure and maintain insurance coverages that relate to Program activities although the City has not made the insurance coverages a precondition of Program involvement.

(c). The City agrees to:

(1). Erect a sign at each end of the adopted section with the Group's name or acronym displayed in one color, as the Group approved on the application form. No logos may be used. The City reserves the right to approve, disapprove and/or edit names or acronyms to go on the signs; provided,

however, that the content on the signage shall be, and shall remain at all times, government speech for the benefit of the City and no other.

(2). Issue a Group with a reminder if no activities are reported within six months. If no activities are reported within nine months, the road signs will be removed so that another Group may adopt this section of roadway.

(3). Provide safety vests for use during Program activities after the issuance of which shall be the responsibility of the Group.

(4). Provide portable safety road caution signs in a manner determined by the City in its sole discretion.

(5). Provide forms to document activities which are undertaken and which are completed.

(6). Provide instructions and training relative to safety practices as well as with regard to familiarization with the guidelines and conditions that pertain to the Adopt A Road program to include, but not be limited to, instruction as to wastes that may pose a hazard to Program participants (i.e. syringes, chemicals, etc.).

(7). Provide such other materials, coordination, interaction, training and related matters as the City determines to be necessary and appropriate for the implementation of the Program.

(d). This Agreement shall remain in effect for a two-year period. The City or the Group may terminate this Agreement for any reason upon a thirty-day written notice to the other party.

(e). This Agreement is non-transferable and non-assignable in whole or

in part without written consent of the City.

The Group to complete the following to perfect its application:

Group Name: _____

Group Representative/Coordinator: _____

Group Mailing Address: _____

Group E-Mail Address: _____

Group Telephone Number: _____

Attest:

Group

Witness # 1 Signature

Printed Name: _____

By: _____

Printed Name: _____

Date: _____

Witness # 2 Signature

Printed Name: _____

CITY APPROVAL:

Attest:

City of Sanford

Cynthia Porter, City Clerk

By: _____

Signature of City Manager or
delegatee).

Date: _____

For use and reliance of the Sanford
City Commission only
Approved as to form and legality.

William L. Colbert, City Attorney